

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

GENERAL TEAMSTERS LOCAL NO. 439, IBT

July 17, 2012 Through June 30, 2015



Think Inside the Triangle™

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CITY OF TRACY
GENERAL TEAMSTERS LOCAL NO. 439, IBT
MEMORANDUM OF UNDERSTANDING (MOU)
EFFECTIVE July 1, 2012 - June 30, 2015

General Teamsters Local No. 439, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Public Employees Bargaining Unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This MOU shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 17, 2012 and ending June 30, 2015.

Section 1. Recognition

1.1 Union Recognition

The General Teamsters Local No. 439 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union", is recognized as the employee organization as provided in the City's Employer-Employee Relations Resolution for all employees assigned to the classifications listed in Section 5.1 and Exhibit A.

1.2 City Recognition

The City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City."

Section 2. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the City. Neither the City nor the Union shall

discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards established.

Section 3. Union Security

3.1 Agency Shop

Except as provided otherwise in this Section, employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in-lieu thereof.

3.2 Implementation

Any employee hired by the City, subject to this MOU shall be provided, through the employee's department, with a notice advising that the City has entered into an Agency Shop agreement with the Union. All employees subject to the MOU must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or a service fee.

Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to Department Payroll. If the form is not completed properly and returned within five (5) working days, the City shall commence and continue a payroll deduction of service fees from the first pay warrant of the month for such employee

The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment; except that initiation fees shall be deducted in two installments, in successive pay periods, beginning with the first pay period. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized.

When an employee is in a non- pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non- pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions, including health care deductions, have priority over Union dues and service fees.

3.3 Religious Exemption

Any employee of the City, subject to this MOU who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, be permitted upon presentation of verification of active membership in such religion, body or sect to make a charitable contribution equal to the service fee in-lieu of Union Membership or service fee payment.

Declarations of, or applications for religious exemption, and any supporting documentation, shall be forwarded to the Union within fifteen (15) days of receipt by the City. The Union shall have fifteen days (15) after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or the City Manager's designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction. For purposes of this Section, charitable deduction means a contribution to the McHenry House, United Way, or the California Nature Conservancy.

3.4 Financial Reports

The Union shall annually submit copies of the financial report, required by the Labor-Management Disclosure Act of 1959, to the City Personnel Officer. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Union.

Failure to file such a report within one hundred (100) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

3.5 Payroll Deductions

The City shall deduct Union dues or service fees from employee's pay in conformity with State and City regulations. The City shall promptly pay to the designated payee all sums so deducted. The City shall periodically provide a list of all persons making charitable deductions pursuant to a religious exemption as described herein.

3.6 Hold Harmless

Unions shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the

Agency Shop provisions herein. In no event shall the City be required to pay from its own funds the Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

3.7 Suspension of Agency Fees

For the duration of any strike, sanctioned, called or supported by the Union, the City may suspend collection of Agency service fees without jeopardy to the employee.

3.8 Waiver of Election for Newly-Represented Employees

The accretion of classifications and/or employees to the unit set forth in Section 1 of this MOU shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

3.9 Use of City Facilities and Bulletin Boards

The Union may, with the prior approval of the City Manager or the City Manager's designee, use the City facilities during non- work hours for meetings of City employees, provided space is available.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Union.

The Union may use portions of City bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The City reserves the right to determine where bulletin boards shall be placed.

Section 4. Union Representatives

4.1 Attendance at Meetings by Employees

Any bargaining unit member, who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee, shall be entitled to Union representation at such meeting; provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

4.2 Shop Stewards

The Union may appoint a reasonable number of shop stewards. Grievances which may arise and which cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes, and no changes shall be made except with the consent of the City.

If an aggrieved employee desires the assistance of a steward as provided in the grievance procedure, the City shall afford said steward reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The steward shall obtain the approval of the Department Head, or the Department Head's designee, before leaving his/her duties or work assignment for the purpose of investigating and/or processing a grievance. Such approval shall not be unreasonably denied.

4.3 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Director or the Personnel Officer. Such consent shall not be unreasonably denied. Access shall be restricted so as not to interfere with the normal operations of the department or with established or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections or distributing literature, shall not be conducted during on-duty hours.

The Union shall designate, in writing to Human Resources Director, the names of the representatives listed above.

4.4 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document.

4.5 List of Employees

Twice a year, the City shall furnish the Union with the names, classifications and date of hire of employees assigned to classifications in the bargaining unit; provided, however, the City shall not be required to provide such information in any format other than one already used by the City.

4.6 Advance Notice

Except in cases of emergency, Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the City and directly relating to matters within the scope of representation and shall be given the opportunity to meet with management representatives prior to adoption.

Section 5. Salary Plan

5.1 Salary

The rates of pay set forth in this Section represent the standard rate of pay for each classification. Employees occupying a position in a classification covered by this MOU shall be paid at a base salary within the range established for that position's classification. The semi-monthly salary ranges for each classification on July 17, 2012 is detailed in Exhibit A.

5.1.1 Cost of Living Increases

Effective July 17, 2012 through June 30, 2015, there shall be no Cost of Living Increases provided for the duration of this agreement.

5.1.2 Additional Market Pay Increases

Effective July 17, 2012 through June 30, 2015, there shall be no Market Pay Increases provided.

5.1.3 Custodian Pay

The base pay for employees in the Custodian classification shall not increase during the term of this Agreement.

5.2 Pay Days

Employees shall be paid twice monthly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or

reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

All exceptions to pay, such as overtime, vacation, and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.

During the term of this agreement, the City may change the pay dates to 26 pay periods a year after meeting with the Union regarding the impact of the decision and the implementation dates for such change.

5.3 Salary for New Employees

The salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed, unless the City determines that appointment to another step is in the best interest of the City.

5.4 Salary Range

Each employee shall have a salary range with pre-established advancement steps within the range.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Salary Upon Promotion

When an employee is promoted, s/he shall normally receive the first step in the salary range for the new position. However, if such step results in a salary increase of less than five percent (5%), the employee shall be placed at a salary step that provides a minimum of a five percent (5%) increase, provided that in no event the new salary is above Step E of the promoted class.

5.6 Salary Upon Demotion

When an employee is demoted, his/her compensation shall be adjusted to the salary that most closely approximates the employee's salary in the higher classification. In no event shall the new salary be higher than the fifth step of the lower classification.

If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification

An employee who is assigned to perform the duties of a higher classification shall receive the pay of the higher classification for all hours so assigned when the employee has worked his/her entire regular shift. After making such assignments, the City shall not reassign for sole purpose of avoiding payments of such higher amounts. Employees temporarily assigned to a higher classification shall be covered by this MOU and shall receive the benefits afforded by it.

Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum six percent (6%) increase but no less than Step A and no more than Step E of the higher classification. If the six percent (6%) increase causes the salary to fall between two steps, the appointment will be made at the higher step. Further details relating to the payment of out-of-class pay are contained in the City's Administrative Procedure on Out-of-Class Pay.

5.8 Minimum Wage

All City employees shall receive a salary equal or greater than the minimum wage as specified by State or Federal Law.

5.9 Entry Salary

Each new employee shall be paid at the first step of the range for the classification in which s/he is hired. If the employee possesses exceptional training or experience, the employee may, with the approval of the Personnel Officer, start at a step above the first step.

5.10 Advancement (Step Increases)

Upon completion of the probationary period of employment, an employee appointed at Step A is eligible for a step increase. Additional step increases will be on an annual basis until the attainment of Step E. All step increases shall be based upon satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based upon documented performance evaluations. In the event the employee does not receive a written performance evaluation within thirty (30) days of the employee's anniversary date, the step increase shall be approved and paid retroactive to the anniversary date.

Increases of more than one step, for superior performance, may be granted upon recommendation by the Department Director and approval by the Personnel Officer.

5.11 Bilingual Pay

Employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the City that the employee possesses the needed language skills; and
- b. Certification from the employee's Department Head that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the City Manager as beneficial to the City.

Section 6. Hours of Work

6.1 Workweek

The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Director. For employees permitted to work on the 9/80 schedule, the workweek shall be mid-way through the Friday the employee works to the following Friday noon. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

6.2 Shift Trades

An employee may be allowed a voluntary shift trade with prior approval of the Department Director. Primary consideration shall be given to the needs of the City, with as much regard as possible for the wishes of the employee.

Section 7. Overtime, Call-Back

7.1 Definition

Overtime is work in excess of the employee's regular work shift and which has the prior approval of the Department Director or designated representative. Overtime shall also be paid for work performed on the employee's scheduled days off. Employees who are called in prior to their normal work schedule but continuous with their normal work schedule shall receive overtime for hours worked before their normal work schedule begins. Employees ordered to work after the work schedule, but continuous with their normal work schedule shall receive overtime for hours worked after their normal work schedule .

Leave time, whether paid or unpaid, is not included in computing the daily work period for overtime purposes. The City shall not change the workweek to avoid paying overtime consistent with FLSA.

7.2 Scheduled and Emergency Overtime

Unless excused by the Department Director, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Scheduled means at least twenty-four (24) hours prior notice. Failure or refusal of the employee to work overtime, in accordance with this provision, shall be grounds for discipline.

When overtime work of a Communication Operator II is needed, the overtime shall be offered first to the Communication Operator II class, provided that the Department has more than two (2) hours' notice of the need for overtime. If less than two (2) hours' notice is given, the Department may assign overtime to best meet operational needs.

7.3 Overtime Compensation

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the base rate of pay; except for holiday overtime, which shall be computed at the rate of three (3) times the base rate of pay.

For 24/7 operations, there are four categories of pay:

1. Regular hourly rate of pay: This equals an employee's annual salary divided by 2080 hours;
2. Overtime for regular hourly rate of pay: This equals an employee's base hourly rate multiplied by 1.5.
3. Holiday hourly rate of pay on Holiday worked: This equals an employees' base hourly rate multiplied by 1.5.
4. Overtime for Holiday hourly rate of pay on Holiday worked: This equals an employee's base hourly rate of pay multiplied by 3.

Overtime shall be computed at the following formula: Hourly rate equals monthly salary times twelve (12) months divided by 2080 hours. [Hourly rate multiplied by total number of hours worked equals straight-time pay]. Hourly rate multiplied by number of hours worked in excess of forty (40) hours and times one and one-half (1-1/2) equals overtime pay plus straight hourly pay equals total compensation for a workweek.

7.4 Compensatory Time

An employee may request, through the Department Director, compensatory time off or overtime pay for overtime worked. Use and accrual of compensatory time shall be at the discretion of the Department Director to assure assignment of adequate personnel

to provide and maintain the City services. No employee may accrue more than two hundred (200) hours of compensatory time. An employee shall receive paid overtime for all hours worked in excess of the two hundred (200) hours.

Compensatory time shall be paid to an employee only in emergencies as determined and approved by the Department Director, and at termination.

7.5 Call-Back Pay

Call Back Pay is paid for when an employee is called for unscheduled or emergency work after the employee has returned home or on the employee's day off. Call Back is not paid when the work is scheduled or when the work is continuous with, regularly scheduled hours. When an employee is called back to work, s/he shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's hourly pay rate. The minimum of two (2) hours shall apply to the first call-back and to any subsequent call-back after two (2) hours has expired from the original call. Employees shall be given first refusal of call-back or emergency work consistent with and subservient to Sections 7.2 and 23.

Employees called back on a City holiday shall be paid a minimum of three (3) hours at time and one-half the employee's hourly rate of pay.

All work (other than employee's regularly scheduled work hours) performed under the call-back provision shall be compensated at one and one-half (1 1/2) times the hourly rate of pay. Approved and appropriate leave time taken during the employee's regular work schedule prior to or after call-back shall not preclude payment of overtime during call-back.

7.6 Court Appearance

Employees who are required to testify in court in their official capacity as a police department employee and are scheduled to appear within one (1) hour after the regularly scheduled work shift, or conclude the court appearance within one (1) hour before the regularly scheduled work shift, that is, as an extension of his/her work shift, shall be compensated at the overtime rate for actual time worked and up to one (1) hour waiting time.

Employees who are off duty for more than one (1) hour, or on vacation, compensatory time off, or their regularly scheduled shift off, who are called back to testify in court in their official capacity as a police department employee shall be compensated for a minimum of four (4) hours (each call back providing that the call back periods do not overlap) or actual hours worked in excess of four (4) hours, computed at the overtime rate of pay.

7.7 Stand-by Pay

The employee who is on stand-by duty shall receive sixteen (16) hours of regular pay for each workweek of standby duty which includes Saturday, Sunday and Holidays. Sixteen (16) hours of regular pay is provided as an incentive for standby and emergency work hours.

All work performed during a standby tour of duty shall be compensated at one and one-half (1-1/2) times the hourly rate of pay. Standby employees shall be entitled to a minimum of two (2) hours at one and one-half (1-1/2) times for their first two call-outs per twenty-four (24) hour period. Subsequent call-outs (more than two) during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at one and one-half (1-1/2) times the hourly rate of pay.

Employees shall not be entitled to additional standby pay for workweeks during which a holiday occurs; however, a standby employee shall be entitled to a minimum of four (4) hours pay at one and one-half (1-1/2) times for their first two call-backs on a holiday. Subsequent call-backs during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at one and one-half (1-1/2) times the hourly rate of pay.

Section 8. Differentials

8.1 Shift Differential

The City shall pay shift differential to employees as follows:

(a) Qualifications

To qualify for shift differential, an employee must have a regularly assigned daily work schedule that requires the employee to work either an evening shift or a night shift. Evening and night shifts are determined by each department as the hours vary.

(b) Shift Premiums

Effective July 1, 2007, shift differential for the evening shift shall be Eighty-five Cents (\$.85) per hour worked and shift differential for the night shift shall be One Dollar and Seventy-five Cents (\$1.75) per hour worked. Such shift differential shall be paid for the regularly assigned straight-time work schedule; provided however, that the shift differential will be considered in the employee's base rate of pay for the purposes of calculating overtime payments.

(c) Paid Leaves

Whenever an employee who regularly works a shift qualifying for shift differential, is on vacation, sick leave, disability or other paid or unpaid leave, will not have shift differential included in computing the pay for such leave. Such shift differential shall be paid to that employee's replacement.

- (d) Shift differential shall not be paid for accrued time paid at the time of termination.

8.1.1 Education Material and Training

The City will pay for education material and necessary training courses to obtain and maintain certification(s) and/or to perform duties the City may require.

8.2 Wastewater Certification Pay

Senior Wastewater Plant Operators shall receive additional compensation in the amount of two and one-half percent (2 1/2%) above their current salary step for possession of a valid Grade IV Wastewater Treatment Plant Operator Certificate from the State of California Water Resources Control Board.

Senior Water Treatment Plant Operators shall receive additional compensation in the amount of two and one-half percent (2.5%) above their current salary step for possession of a valid Grade IV Water Plant Operator Certificate from the State of California Department of Health Services.

The City shall pay State Department of Public Health certification renewal fees for Water Plant Operators and State Water Resources Control Board certification and renewal fees for Wastewater Plant Operators, as well as certification renewal fees for Laboratory Technicians.

Details regarding the timing and payment of incentives are covered in the administrative Procedure on Education and Incentive Pay.

8.3 Pesticide Applicator's Certificate Pay

The City will pay an additional two and one half percent of pay (2.5%) for employees who hold a Qualified Pesticide Applicator's Certificate (QAC) and are assigned pesticide application duties.

8.4 Training Pay – Police Department

Individuals within the classifications of Communication Operator, Community Service Officer and Crime Scene Technician who are assigned by the Department to provide in-

house training to employees in their assigned discipline shall receive 5% above their base salary as specified below.

Each discipline will have a minimum of one (1) designated training position; however, the Department may designate as many additional positions as deemed necessary. Persons appointed to these positions will be provided with additional training necessary to qualify as an in-house trainer in their assigned discipline. The five percent (5%) training pay will only be paid to those employees appointed as in-house trainers and only during the time the employee is providing training at the direction of the Department.

8.5 Building Inspector and Plans Examiners Certifications

Building Inspector

Effective July 1, 2007, Building Inspectors shall be entitled to receive an additional one and one-half percent (1.5%) above base pay for receiving and maintaining each of the following ICC Certificates:

- Electrical Inspector – California Electrical Code
- Mechanical Inspector – California Mechanical Code OR Mechanical Inspector UMC
- Plumbing Inspector – California Plumbing Code OR Plumbing Inspector UPC
- Building Inspector – California Building Code OR Commercial Building Inspector

In addition, once a Building Inspector receives the four (4) ICC certificates specified above, he or she shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department approved ICC certificates:

- Accessibility Inspector/Plans Examiner
- Building Plans Examiner OR Building Plans Examiner-California Building Code
- Electrical Plans Examiner
- Plumbing Plans Examiner
- Mechanical Plans Examiner

Plans Examiner

Effective July 1, 2007, Plans Examiners shall be entitled to receive an additional one and one-half percent (1.5%) above base pay for receiving and maintaining each of the following ICC Certificates:

- Electrical Inspector – California Electrical Code
- Mechanical Inspector – California Mechanical Code OR

- Mechanical Inspector UMC
- Plumbing Inspector – California Plumbing Code OR Plumbing Inspector UPC
- Building Plans Examiner OR Building Plans Examiner-California Building Code

In addition, once a Plans Examiner receives the four (4) ICC certificates specified above, he or she shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department approved ICC certificates:

- Accessibility Inspector/Plans Examiner Building Plans Examiner
- Electrical Plans Examiner
- Plumbing Plans Examiner
- Mechanical Plans Examiner
- Building Inspector – California Building Code OR Commercial Building Inspector

No employee may be entitled to receive more than nine percent (9%) total above base pay.

8.6 Crane Assignment Pay

Effective July 1, 2007, employees who are assigned Crane Operations duties and who are required to obtain and maintain the required Crane Operator certification shall receive an additional one and one-half percent (1.5%) above base pay.

Section 9. Allowances

9.1 Uniforms - Parks and Public Works

The City will provide and maintain uniforms for all employees designated to wear mandatory uniforms in the Parks and Recreation and Public Works Departments. Uniforms so provided shall be determined for each designated classification in accordance with the Administrative Procedure on Uniforms and shall remain the property of the City and shall be returned by the employee upon separation or movement to another classification of employment.

Wearing of uniforms is mandatory. Exceptions will not be allowed without a written doctor's excuse. The quality of uniforms should ensure comfort and good fit and should be adequate for weather conditions. Uniforms will be maintained by the City in accordance with the provisions of the Administrative Procedure on Uniforms.

The City will provide the appropriate marine gear for those employees that work on waterways.

9.2 Uniforms – Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist and Community Service Officer.

Effective July 17, 2012, Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist and Community Service Officer shall be paid an annual uniform allowance of Five Hundred and Fifty Dollars (\$550).

The allowance shall be paid during the pay period that includes June 30 of each year. Therefore, the July 1, 2012 uniform allowance will be paid during the June 30, 2012 payroll.

9.3 Uniforms - Fire Inspectors

Fire Inspectors shall be provided uniform shirts. In addition, Fire Inspectors will be provided a uniform jacket as needed.

9.4 Safety Boots

The City will reimburse up to \$190.00 per employee per fiscal year for those employees required to wear safety boots in accordance with the provisions of the Safety Boot Administrative Procedure.

The City will establish accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase safety boots or may choose to be reimbursed upon submittal of a receipt. An employee may utilize these monies to purchase more than one pair of boots within the same fiscal year with the understanding the employee shall be reimbursed no more than \$190 total for that fiscal year.

Safety boots that are a hazard due to wear or damage, through no fault of the employee, shall be replaced by the City.

Employees shall be responsible for purchasing boots that meet or exceed the standards and specifications provided by the City.

Any employee, who loses or intentionally damages boots, so the boots are no longer safe, will be responsible for the full cost of replacing the boots.

9.5 Tool Replacement

When the Department Director approves the use of personal tools for the performance of City work, the employee shall receive an allowance of Two Hundred Fifty Dollars (\$250.00) each calendar year for the replacement of such tools by reason of regular usage. The allowance shall be paid the first payroll in December.

Employee-owned tools that are used to work on City equipment shall be replaced, at no cost to the employee, if they are broken or lost through theft:

- (1) The broken tool shall be given to the supervisor and
- (2) A police report shall be required as proof of theft.

The City shall continue to provide any required specialty tools and tools greater than 1" in diameter.

9.6 Equipment and Clothing Return

All City-furnished equipment and clothing remains in the ownership of the City and must be returned when an employee leaves employment.

9.7 Meal Allowance

The City shall pay a meal allowance of Ten Dollars (\$10.00) for employees who perform a minimum of two (2) hours "unanticipated" overtime or callback work that extends through a regular meal time. The two (2) hours minimum may be continuous to a regular shift, prior to a regular shift, or a call-back, but must occur during the employee's regular meal time. For the purposes of this section, "unanticipated" means that the affected employee did not receive notice until the same day as the overtime assignment occurred.

A meal allowance shall also be paid for standby employees who are called out to work when such call out lasts four or more hours and extends through a regular meal period.

9.8 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his/her job or to attend required training shall be compensated at a rate established by the Internal Revenue Service. It is understood that such reimbursement does not apply to commuting by employees to or from their residences.

9.9 Education Reimbursement

Upon Department Director approval, an employee who completes a course of study and receives a grade of C or better may be reimbursed for books, supplies and tuition up to a maximum of \$2,500.00 per fiscal year, for courses taken at public colleges or universities in California or for the California tuition equivalent for courses that must be taken at colleges or universities outside of California public education system.

9.10 Credit for Training

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be submitted, by the participating employee, to the Department Director and the Human Resources Director for inclusion in the employee's personnel file.

Section 10. Holidays

10.1 Paid Holidays

Regular full-time employees, except as otherwise provided herein, shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.

The following are authorized holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holidays (2)	

Two (2) Floating Holidays (16 hours of leave) will be credited to vacation balances on an annual basis each January. New employees shall be granted two (2) holidays or sixteen (16) hours, if hired between January and June; twelve (12) hours if hired between July and September and eight (8) hours if hired between October and December.

10.2 Paid Holidays on 9/80 Work Schedule

The 9/80 work schedule is a work schedule in which an employee works 80 hours in a pay period. Typically, the employee works four nine (9) hour days and one (1) eight hour day in the first week and then work four nine-hour days and have a day off in the other week.

(a) If a holiday falls on a nine hour workday, the number and hours of paid City holidays will not change. A holiday is eight (8) hours. If a holiday occurs during the work period on a normal nine (9) hour day, employees will receive eight (8) hours for the holiday and will need to use one (1) hours of vacation, comp time, or available floating holiday time to make up the additional hour.

10.3 Saturday and Sunday Holidays

Except for employees working in a seven (7) day operation, if a holiday falls on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday. However, if a Holiday falls on a Friday City Hall is closed; eight (8) hours of leave shall be credited to vacation for each regular full time employee.

10.4 Proclaimed Holidays

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

10.5 Pay Rate for Holiday Work (Monday-Friday Operations)

Any regular full-time employee who is required to work on any of the holidays specified in subsection 10.1 above, shall be paid one and one-half (1.5) times the employee's hourly rate of pay for all hours actually worked on such holiday in addition to the eight (8) hours of holiday pay received.

10.6 Pay Rate for Holiday Work (Seven Day and/or 24/7 Operations)

Any regular full-time employee who is required to work on any of the holidays specified in subsection 10.1 above, shall be paid one and one-half (1.5) times the employee's hourly rate of pay for all hours actually worked on such holiday in addition to the eight (8) hours of holiday pay received.

Employees who do not work on the specified holiday, and whose regular day off falls on that holiday, shall receive eight (8) hours pay, regardless of the normal length of their regular shift.

Section 11. Vacations

11.1 Vacation Benefits

Employees shall be entitled to annual vacation leave based upon length of continuous service.

From date of employment through completion of the 5th continuous year - 96 hours per year.

From beginning of 6th year of continuous employment through completion of the 10th year - 136 hours per year.

11-15 years of continuous employment - 176 hours per year.

16 years or more continuous employment - 192 hours per year.

11.2 Vacation Accumulation

Employees shall not be allowed to accrue more than 400 hours of vacation leave without prior approval of the City Manager.

11.3 Vacation Scheduling

Annual vacations shall be scheduled by employees with the approval of the division head. Preference in scheduling shall be based upon seniority. Any vacation use other than regular yearly scheduled vacation shall require a minimum of 24 hours' notice and supervisor approval.

11.4 Vacation

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been accrued and is subject to the above restrictions. No employee may take vacation during the first six months of employment.

11.5 Vacation Pay Upon Termination

Upon termination, employees will be paid for all accrued vacation.

11.6 Vacation Sell-Back

Employees covered by this agreement are allowed an optional sell-back of accumulated vacation or floating holiday leave. Once per calendar year, an employee may sell back accumulated leave, but not more than the equivalent of 50% of one year's accrual rate for vacation and floating holiday leave. Any vacation sell-back permissible under this section requires that a minimum of 40 hours of accrued vacation leave remain in employee's leave bank.

11.7 Employee Retention Incentive

Effective July 17, 2012, all Teamsters employees who have completed 10, 15, 20, etc. years of service with the City of Tracy will have 40 hours of vacation added to their vacation accruals. The 40 hours is not retroactive. For example, all employees who have completed at least 10 years of service with the City will receive 40 hours in their vacation accruals. Subsequent 40 hours will be added on the next closest five (5) year anniversary date (15th, 20th, 25th, etc.) to come.

Section 12. Sick Leave

12.1 Accrual

All regular employees shall be eligible to accrue sick leave at the following rates:
Four (4) hours for each pay period.

For purposes of this Section, month of service shall mean 30 consecutive days.

12.2 Approval

Sick leave may be requested and used as approved by the Department Director or the Personnel Officer. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted. At that time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying his/her supervisor or the Police Department prior to the time set for reporting to work.

12.3 Use

Sick leave should be requested only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family where attendance at the

employee's residence is required or for emergency medical care. Each day used for this leave shall be subtracted from the accrued sick leave balance.

The City may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the Department Director may extend family sick leave provisions beyond six (6) days per year. For the purpose of this subsection, "immediate family" shall mean the employee's parent, spouse or domestic partner and dependent children.

Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willfully shown misconduct.

12.4 Doctor's Certificate

It is understood that the City has a legitimate concern in preventing abuse of sick leave claims. If the City has a reason to believe that sick leave is being abused, it may request that any absence be verified. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for this verification.

The Department Director or City Manager may require a written statement from an attending physician or dentist that an employee is capable and released to return to the performance of all duties of his/her position.

12.5 Sick Leave at Death/Termination

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave in excess of 120 days (nine hundred sixty hours).

If an employee terminates or is terminated for any reason, all accumulated sick leave shall be canceled.

However, accumulated sick leave up to 120 days shall be credited, to an employee if the employee returns to City employment within two (2) years of termination.

12.6 Sick Leave Conversion at Retirement

Employees who retire with at least 10 years of service may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay as defined in Subsection 7.3.

The retired employee and the employee's dependents shall be entitled to continued group health insurance coverage currently in effect. The premium for such coverage will be deducted from the medical insurance bank until the bank is exhausted. At that time, the coverage may be converted to an individual policy at the discretion of the employee pursuant to the terms and conditions set by the Teamsters Managed Trust.

Subject to approval by the City and Teamsters Managed Trust, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

12.7 Catastrophic Sick Leave Program

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

ELIGIBILITY:

1. The recipient employee or any other employee may submit a written request to the Human Resources Division to initiate the process.
2. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A medical verification must be provided by the recipient employee.
4. A recipient employee is eligible to receive 90 working days of donated time per employment.
5. Donations of vacation and/or compensatory time shall be made in increments of full hours. Donations are irrevocable. Unused hours remaining when the recipient returns to work or terminates employment with the City shall be retained by the recipient.
6. The donor's hourly value will be converted to the recipient's hourly value, and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
7. The donor employee may donate vacation, compensatory time, or in lieu of holiday time, which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. In the event of the death of the recipient while still employed by the City, any donated unused leave time remaining at the time of death will be paid to the recipient's estate at 100% of the value at the employee's final hourly rate.
10. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City's sole discretion, and shall be final and non-grievable.

Section 13. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The time the employee is scheduled to work during this waiting period will not be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation, the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 21 days.

Temporary disability payments under Workers' Compensation laws will be integrated with the employee's accumulated sick leave and vacation leave. In such circumstances, the employee shall be paid the difference between the disability payments and his/her full salary. Payments from the insurance carrier for disability arising out of and in the course of employment shall be paid to the employee and forwarded to the City. The amount of such payment or payments shall be deducted from the monies which the employee would otherwise receive from the City.

Payments from the insurance carrier plus the monies paid to the employee by the City shall be equivalent to the employee's regular full pay.

In no case may an employee receive more income than the amount of his/her normal pay.

Employees must turn in checks received from insurance carrier to the City.

Section 14. State Disability and Paid Family Leave

State Disability Insurance payments are available to employees who cannot work because of sickness or injury not job related. SDI payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain payments from SDI and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available; the employee will continue to receive normal paychecks. Payments received from the state shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of his/her normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

Additionally, employees may be eligible to receive Paid Family Leave in accordance with State Law and City Policy. In such cases, the PFL will be integrated with pay in the same fashion as State Disability Insurance.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period, not to exceed one (1) year. Failure on the part of the employee, absent without pay, to return to duty within 24 hours after the last date of the approved leave shall be cause for discharge.

For leaves of absence without pay for reasons which qualify as leave under the Family and Medical Leave Act, the City will pay health benefits in accordance with the provisions of the Family and Medical Leave Act.

15.2 Bereavement Leave

- (a) In the event of a death in the immediate family, employees shall be granted leave up to a maximum of five (5) working days. The employee may, with the Department Director's permission, use vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate

family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave. Upon request, the employee shall provide appropriate verification of attendance and/or relationship.

The immediate family of an employee is defined as: parents, step-parents, parents in-law, spouse, domestic partner, child, step-child, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least 50% dependent on an employee.

- (b) In special cases, with the approval of the Department Director, and the Personnel Officer may grant a death leave in other circumstances.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of state and federal laws. An employee entitled to military leave shall give the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.
- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.
- (c) A person employed by the City to fill a position made vacant by an employee on military leave of absence shall hold such position subject to being laid off upon any of the said employees being restored to their former positions. An employee promoted to fill a position made vacant by an employee on military leave shall hold that position subject to being restored to his/her former position upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with City Policy and applicable state and federal laws.

15.5 Family and Medical Leave Act

The parties acknowledge the applicability of the Family and Medical Leave Act and intend to apply and implement this M.O.U. so as to comply with the Act.

15.6 Jury Duty

An employee shall be entitled to a leave of absence, for a reasonable time necessary, to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such a leave of absence shall be granted, with pay, up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such a leave of absence shall not be charged against the employee's sick leave or vacation leave. Any employee released from jury duty prior to the end of their regular shift shall then report to work; provided, however, that this combination of jury duty and work time shall not exceed, within a 24 hour time period, the total number of hours of the employee's regular schedule.

An employee who is seated as a juror or alternate juror shall inform the supervisor on or before the day the trial begins of the estimated length of the trial. If an employee is required to serve on jury duty on a regularly scheduled day(s) off, the City will endeavor to reschedule the day(s) off beginning with the sixth day of a combination jury duty and work duty, provided that such rescheduling does not require the payment of overtime.

An employee who is assigned to a night or evening shift will be reassigned to a day shift for the scheduled work week, and night or evening shift premium pay shall not be discontinued during the period of assignment.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary and general elections.

15.8 Attendance and Leave Reports

Absence of all employees on vacation leave, sick leave, compensatory leave and leaves without pay granted by Department Director, shall be reported to the Department Director. Such reports shall indicate the hour and date of employment and regular days off included within the period of absence.

15.9 Attendance

Effective upon adoption of this Agreement, any employee who fails to call or show for work shall receive a written reprimand on the first occasion; a three (3) day suspension on the second occasion and shall be terminated on the third (3rd) occasion. A failure to call or show for work is defined as no contact with employee's supervisor or department management within the first hour of an employee's scheduled shift. The City shall require verification when an employee submits any justification for the failure to call or show for work. The City shall consider any justification and verification submitted by an employee before exercising its right to impose discipline under this section.

Section 16. Insurance

16.1 Health and Welfare

The City will contribute fifty percent (50%) of the increased in monthly premiums of its healthcare contribution or \$75.00 per month, whichever is less. The City currently contributes \$1289.75 and each employee contributes \$200.20 monthly towards healthcare costs for medical, dental and vision care. The plan selected through the Teamsters Managed Trust (TMT) shall continue to be Warehouse Plan Option II (Kaiser and Pacificare).

Employees shall pay the difference, through payroll deduction, between the City's monthly contribution and the actual cost of the plan. In the event the monies necessary to fully pay the monthly cost of the plan selected in future years is less than the monies specified above, the City will only pay the actual cost of the plan. The City agrees that employees covered by this Agreement shall not have to pay more than fifteen percent (15%) of the total cost of the monthly composite rate of Warehouse Plan Option II.

In the event that modifications or amendments to the existing terms and conditions of participation in the Teamsters Managed Trust Plan which would increase the City's liability and/or cost other than the maximum contribution per month per employee, are enacted by the Trust, the City may, at its sole option, terminate participation in the Trust upon 30 days' notice to the Union and the Trust. If the City exercises this option during the term of the MOU, the City will meet and confer with the Union regarding substitute health provisions which are substantially equivalent to health and welfare benefits then being provided to other City bargaining units.

16.2 Life Insurance

The City agrees to maintain the life insurance component of the Trust at Thirty Thousand Dollars (\$30,000) total, including the amount covered as part of the standard

Health and Welfare Plan. The City agrees to pay the entire premium for the additional life insurance which shall be paid separately from the monies the City allocates for health and welfare, dental and vision.

16.3 Federal or State Health Plan

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Agreement, the City is required to provide health and dental through an alternate plan than is otherwise provided in this Agreement, then the parties shall immediately meet and confer regarding the impact of such requirements under the law. In addition, it is the City's intent to maintain and limit its financial commitment to providing health and dental care to the dollar amounts specified in Section 16.1.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Personnel Officer or, under the Personnel Officer's direction, the Department Director, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of a new or promoted employee and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new and promoted City employees shall be six (6) months. Employees in the classifications of Communication Operator and Fresh Water and Wastewater Treatment Plant Operator shall have a probationary period of 12 months.

An employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof.

17.3 Promotion

An employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Department Director may extend the probationary period in three month increments, not to exceed one (1) year, if the Department Director feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be made by the Department Director at regular intervals during the probationary period according to rules established by the Personnel Officer.

17.5 Effect of Probationary Period

The Personnel Officer may terminate, without cause, an employee at any time during the probationary period. Said employee shall have no recourse to any provisions for appeal set forth in the rules and regulations, except where there is an allegation of discriminatory bias, in which case, the formal appeal process may be used. In the case of a promoted employee, the City shall attempt to return said employee to his/her pre-promotional position when feasible. Probationary promotional employees are exempt from this section in cases of dismissal for cause.

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

- a) The City Manager determines that there is an internal applicant pool and that the best interests of the City will be served by promoting from within.
- b) The person selected shall be the most qualified applicant for the job; and
- c) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.
- d) If the City Manager decides not to utilize a promotional only exam, the action of the City Manager shall be grievable under the grievance procedure of Section 22.2 of this MOU.

18.2 Vacancies in City Service

Prior to a vacancy being filled through the process outlined in this section, the lateral process shall first be reviewed for internal employees wishing to transfer to a new work assignment.

All vacancies in the City's service shall be filled by re-employment, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

- a) By appointment of eligibles from re-employment lists;
- b) By consideration of eligibles from promotional lists;
- c) By consideration of eligibles from an open eligibility list.

The City shall determine the number of applicants from a promotional list to interview for any position. The most qualified applicants who are current City employees shall be interviewed prior to the consideration of any equally qualified applicant from an open list.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

18.3 Transfer

An employee may be transferred from one position to another position in the same or comparable classification upon approval of the affected Department Directors. Transfer may be made at any time by the Personnel Officer. Transfer shall not be used to effect promotion, demotion, advancement or reduction. No person shall be transferred to a position for which s/he does not possess the minimum qualifications. Upon notice to the Personnel Officer, an employee may be transferred by the appointing power at any time from one position to another position at a comparative class. For transfer purposes, a comparable class is one with the same maximum salary, involving the performance of similar duties and requiring substantially the same qualifications.

18.4 Demotion

The Personnel Officer may demote an employee who so requests it, or whose ability to perform the required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which the employee does not possess the minimum qualifications.

18.5 Suspension

The Personnel Officer may suspend an employee without pay from his/her position in accordance with disciplinary procedures indicated in Section 21.5. Suspension without pay shall not exceed 30 calendar days.

A Department Director may suspend an employee after affording due process rights for not more than three (3) working days for any one offense.

18.6 Provisional

The Personnel Officer may appoint an employee to an allocated full-time position subject to certain conditions identified by the Personnel Officer or may appoint an employee who does not meet the minimum qualifications for the position to which that employee is appointed. The employee must satisfy the minimum qualifications or specified conditions prior to completion of the applicable probationary period.

18.7 Reclassification

The Personnel Officer may reclassify an incumbent to a new job classification with the same or higher maximum rate of pay based upon an analysis of job responsibilities and duties where a preponderance of the work performed is outside of the originating class. For purposes of the probationary period, a reclassification is the same as a promotion if it results in the employee's salary increasing by five percent (5%) or more. The probationary period for reclassified employees may be waived at the discretion of the Personnel Officer.

18.8 Flex Staffing

The City may choose to Flex Staff (promote) classes within the same job family that contain entry or journey positions to entry/journey or advance/journey level positions. Flex Staffing gives the flexibility to hire employees at the less experienced level or at the more experienced level depending upon applicant qualifications and City staffing needs. All positions in the following classifications are designated for flexible staffing.

<u>From</u>	<u>To</u>
Building Inspector I	Building Inspector II
Communications Operator I	Communications Operator II
Wastewater Treatment Plant Operator	Sr. Wastewater Treatment Plant Operator
Water Treatment Plant Operator	Sr. Water Treatment Plant Operator
Engineer Tech II	Junior Engineer

Section 19. Layoff and Recall

A permanent employee may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When a Department Director is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

- a) Layoffs shall be by job classification according to reverse order of seniority as defined by total City service.
- b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which the employee previously held permanent status, provided the displaced employee has less total City service. Total City service means as a full-time employee.
- c) An employee may demote or transfer to a vacant position in a classification for which the employee possesses the necessary skills as determined by the minimum qualifications and job specifications for position.
- d) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment List for two (2) years.
- e) A former employee appointed from a re-employment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, a re-employed employee shall not be eligible for benefits for which s/he received compensation at the time of, or subsequent to the date the employee was laid off.

Section 20. Separation from Service

20.1 Resignation

An employee wishing to resign from employment shall file with the Department Director a notice of intention to leave at least two (2) weeks in advance. In the event the employee provides two (2) weeks' notice, the employee shall receive his/her final pay check on the last day's work.

20.2 Reinstatement

A permanent employee who has resigned in good standing may request reinstatement to a position in his/her former classification. The City Personnel Officer (the City Manager) may reinstate such employee to a vacant position pursuant to City Policy.

The City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

20.3 Termination Interview

An employee terminating City employment, for whatever reason, shall be interviewed by his/her immediate supervisor, who shall advise the employee of both the employee's and the City's rights under the terms of resignation and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the Personnel Officer for just cause. Whenever it is the intention of the Department Director to discharge an employee in the competitive service, the Personnel Officer shall be notified and Personnel Officer's prior approval obtained. The City agrees to give any employee who is being discharged at least five (5) working days' notice of such disciplinary action.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the offices of the Personnel Officer, the Department Directors, nor the Finance Manager, for the purpose of making collections.

21.3 Outside Employment

An employee may not carry on, concurrently with his/her public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of his/her work, or which creates a conflict of interest with his/her employment.

21.4 Private Use of City Equipment

No City facility or equipment shall be put to any private use without the permission of the Department Director or designee.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

Oral Reprimand
Written Reprimand
Suspension
Demotion
Discharge

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any permanent employee for just cause. The following shall constitute just cause for disciplinary action:

- a) Fraud in securing employment
- b) Incompetence
- c) Inefficiency
- d) Inexcusable neglect of duty
- e) Insubordination
- f) Dishonesty
- g) Being under the influence of alcohol or controlled substance while on duty
- h) Inexcusable absence without leave
- i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- j) Discourteous treatment of the public or other employees
- k) Misuse of City property
- l) Violation of any established City/Department rule, regulation, policy and/or manual
- m) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.

21.7 Manner of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any such oral

reprimand shall be considered final, subject only to protest in writing to the employee's personnel file.

21.8 Skelly Notice

The City agrees to give an employee, who is being suspended for five (5) days or more, demoted, reduced in pay or discharged, at least five (5) working days' notice of such disciplinary action.

A copy of the Skelly Notice will be sent to the Union office.

21.9 Disciplinary Investigations

The City agrees that it is appropriate for any disciplinary investigation to be instigated and completed in a timely manner and upon request of the Union will meet to discuss any delays in such investigations.

21.10 Personnel Files

An employee shall be notified of any adverse material placed in his/her official personnel file, and may file with the Personnel Officer, for inclusion in his/her file, a written reply to any such adverse material contained in their official personnel file.

After a period of two (2) years, an employee may file a request for removal of disciplinary materials provided there has been no repetition of the behavior giving rise to the disciplinary action, no additional reprimand or disciplinary actions for any other cause have been filed during the intervening two (2) years, and there is no legal impediment to complying with the request. Such requests shall be reviewed by the Personnel Officer.

Section 22. Grievance Procedures

22.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any City official shall be final, since the interpretation or application of those provisions is not subject to the grievance procedure.

22.2 Procedure

A grievance shall be processed in the following manner:

- 1) An employee who believes he/she has a grievance is encouraged to discuss the complaint with such management official in the Department in which the employee works as the Department Director may designate. Grievances shall be presented within 30 calendar days of the incident giving rise to the grievance. If the issue is not resolved within the Department, or if the employee elects to submit the grievance directly to the Union, the procedures hereinafter specified may be invoked.
- 2) A grievance that has not been resolved within 30 calendar days by the procedure above may be referred to the City Manager by the complainant or by the Department Director. Such referral shall be in writing on a Union grievance form to ensure clear communication and assist in resolving the grievance. This grievance form shall contain (a) a clear statement of the problem, (b) the alleged facts upon which the grievance is based, (c) the section of the MOU claimed to have been violated and the specific violation claimed, and (d) the remedy requested by the grievant.

The City Manager shall designate a personal representative, who is not the Department Director, to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not in the Union, to meet also with the officials of the Union, and to settle the grievance or to make recommendations to the City Manager. The City Manager shall respond within 30 days. This is the final step for appeals of oral or written reprimands.

- 3) If the parties are unable to reach an accord on any grievance which arises and is presented during the term of this MOU, the grievant shall have 30 calendar days from the receipt of the decision of the City Manager, pursuant to (2) above, in which to request that the grievance be submitted to an Adjustment Board.

The Board shall be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. Such Adjustment Board shall be convened within 60 calendar days from the receipt of the request from the grievant.

- 4) If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager.

In the event the parties are unable to mutually agree on the selection of an arbitrator, the arbitrator will be chosen by each party alternately striking one name at a time from the following list until only one name remains:

William Eaton	John Kagel
Joe Henderson	Barbara Chaney
Frank Silver	

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Within 90 days of the adoption of this Agreement, the parties will meet to review and modify the list of arbitrators provided above. Any change shall be by mutual agreement.

- 5) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 22.1.

- 6) Any of time limits contained in any subsection of this Section 22.2 may be waived by the mutual agreement of the parties.

22.3 Demotion, Suspension and Discharge Grievances

No grievance involving demotion, suspension or discharge of an employee will be entertained unless it is filed in writing with the City Manager within five (5) working days not including Saturdays, Sundays or Holidays, of the time the affected employee was notified of such action.

When the City Manager and Union, in pursuit of Section 22.2 (2) above, settle a grievance, that involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the employee is found to have been properly discharged, under the provisions of Section 22.2, such employee may not be ordered reinstated and no penalty may be assessed upon the employer. There shall be no cessation of work pending decision.

22.4 No Change to MOU

Proposals to add to or change this MOU, or written agreements or addenda supplementary hereto, shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

22.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints that allege employees are not compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process, and if not detailed in the MOU that results from such a meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than 30 days from the date upon which the complaint was filed.

22.6 Mutual Agreement on Changes

No changes or interpretations of the MOU (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

22.7 No Strike

The Union, its members and representatives, agree that during the term of this MOU, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or fail to perform customary duties. Neither the Union nor any of its representatives shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect change of personnel or operations of management or of employees not covered by this MOU.

Section 23. City Rights

The City retains the exclusive rights, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this MOU, including, but not limited to the following:

- 1) To direct employees.
- 2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.
- 3) To dismiss employees because of lack of work or for other just cause.
- 4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.
- 5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.
- 6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.
- 7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this MOU.
- 8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions. The City's duty to meet and confer requires it to delay implementation of such management decisions for no more than 30 days from the date it notifies Union, in writing, of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this MOU, and Union shall have the right to grieve any such violation as provided in Section 22.

The Bargaining Unit acknowledges it is the City's right to administer and in conjunction with the Union to interpret application of this MOU.

Section 24. General Provisions

24.1 Safety

The City shall provide and maintain safe working conditions and the Union will cooperate to that end. Employees shall work in a safe manner.

No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

During inclement weather, the employer will arrange space indoors for lunch and breaks in order that employees may eat or rest in comfort.

The City shall continue to supply employees with all safety equipment required by the City and/or Cal-OSHA. All employees furnished such equipment shall use the equipment and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

24.2 Americans with Disabilities Act (ADA)

The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If the City contemplates actions to provide reasonable accommodation for an individual employee, in compliance with the ADA, but the actions are in potential conflict with any provision of this MOU, the Union will be advised of any such proposed accommodation prior to implementation by the City.

24.3 Modification in Certification Requirements

In the event the certifications requirements for the State of California for employees in the Water or Wastewater classifications are modified or the certification agency is changed, the City and the Union will meet and confer regarding the impact of such modifications.

Section 25. New Work

In the event the City introduces new work which the Union believes does not fall within any of the existing classifications, the City and the Union shall, upon written request, meet and confer with respect to the salary or other terms and conditions of such work.

Section 26. Sub-Contracting

The City shall send copies of all cover sheets of agendas of City Council meetings, minutes of City Council meetings, and copies of proposed ordinances, resolutions, rules, and regulations that are in any way related to labor relations in the City proposed to be adopted by the City Council, to the Union office.

The City shall give advance written notice with respect to any written intentions and proposals, plans, to contact out, and/or put out for bid, work performed by workers represented by the Union.

Consistent with Section 23(8) of this agreement the City shall meet and confer concerning any bargaining issue raised in the notices described above.

There shall be no additional outsourcing/contracting Out of bargaining unit work for the duration of the Agreement.

Section 27. Waste Water and Water Treatment Operators Cross Training Pay and Program

- 1) Operators who have obtained dual certification, have been trained at both plants according to the guidelines developed by the City and are willing and able to competently work at either plant shall be reclassified to Utilities Operator. Participation in cross training is on a voluntary basis.
- 2) The City and Union agree to meet at least once a year or more often upon request of the Union to review the training and incentives program that encourage cross certification among water treatment plant operators and wastewater treatment plant operators.
- 3) The City agrees to provide cross training time and costs of training materials for water treatment plant operators and wastewater treatment plant operators. The City will continue to provide paid training opportunities for future employees.

Section 28. Retirement

28.1 PERS Contribution

The City agrees to pay the employer contribution for the City's PERS retirement benefit during the term of this agreement.

For employees hired on or before December 16, 2010, the City and employees shall share payment of the 8% of salary employee contribution during the term of this Agreement as follows:

Fiscal 2012-2013 – Effective the pay period including July 17, 2012, each employee shall pay 2.66% of salary and the City shall pay 5.34% of salary to fund the employee contribution for the PERS retirement benefit.

Fiscal 2013-2014 – Effective the pay period including July 1, 2013, each employee shall pay 5.33% of salary and the City shall pay 2.67% of salary to fund the employee contribution for the PERS retirement benefit.

Fiscal 2014-2015 – Effective the pay period including July 1, 2014, each employee shall pay 8% of salary to fund the employee contribution for the PERS benefit.

Employee payments of the employee share of the PERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

For employees hired after December 16, 2010 under the 2nd tire PERS retirement formula (2% @ 55), the City and employees shall share payment of the 7% of salary employee contribution during the term of this agreement as follows:

Fiscal 2012-2013 – Effective the pay period including July 17, 2012, each employee shall pay 2.66% of salary and the City shall pay 4.34% of salary to fund the employee contribution for the PERS retirement benefit.

Fiscal 2013-2014 – Effective the pay period including July 1, 2013, each employee shall pay 5.33% of salary and the City shall pay 1.67% of salary to fund the employee contribution for the PERS retirement benefit.

Fiscal 2014-2015 – Effective the pay period including July 1, 2014, each employee shall pay 7% of salary to fund the employee contribution for the PERS benefit.

Employee payments of the employee share of the PERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

The parties may reopen negotiations to discuss the impact of any changes to the Public Employment Retirement Law which occur during the term of this Agreement.

28.1.1. Flexible Leave Hours

The City shall credit each employee with a block of paid leave hours each fiscal year of this Agreement. These hours shall be labeled Flexible Leave. Each employee may use these leave hours subject to the conditions for use of vacation or sell-back the Flexible Leave hours during the fiscal year. Each employee will receive the Flexible Leave hours for that fiscal year on July 1st of each year. Each employee has the option of using such hours as leave in the same manner as vacation leave, or periodically selling the hours. A code will be set up for each option and employees can note the use of or selling of such hours on each time card throughout the fiscal year. Employees must use the current fiscal year hours by June 15th of each year and cannot be carried over to a new fiscal year. If an employee terminates before June 30th of any fiscal year, the employee is only eligible for a proration of hours for the period of July 1st to the date of termination and hours used in excess of the prorated amount will be deducted accordingly from the employee's final pay.

Amount: During fiscal year 2012-2013, each employee hired on or before December 16, 2010 shall receive 44 hours of flexible leave during the pay period beginning July 17, 2012. During fiscal year 2013-2014, each employee shall receive 88 hours of flexible leave during the pay period beginning July 1, 2013. During fiscal year 2014-2015, each employee shall receive 132 hours of flexible leave during the pay period beginning July 1, 2014.

For employees hired after December 16, 2010 under the 2nd tier PERS retirement formula (2%@55), the City shall credit each employee with a block of paid leave hours each fiscal year of this agreement. These hours shall be labeled Flexible Leave. Each employee may use these leave hours subject to the conditions for use of vacation or sell-back the Flexible Leave hours during the fiscal year.

Amount: During fiscal year 2012-2013, each employee hired after December 16, 2010 shall receive 44 hours of flexible leave during the pay period beginning July 17, 2012. During fiscal year 2013-2014, each employee shall receive 88 hours of flexible leave during the pay period beginning July 1, 2013. During fiscal year 2014-2015, each employee shall receive 122 hours of flexible leave during the pay period beginning July 1, 2014.

The parties acknowledge that the block of paid leave hours labeled Flexible Leave that is credited to each full-time, regular employee at the beginning of each fiscal year of this Agreement ends when this Agreement expires: June 30, 2015. The City and/or Union may propose to extend, cancel, enhance, reduce or otherwise change this provision during any such future negotiation.

Sell-Back: An employee may sell-back some or all of the employee's accrued Flexible Leave balance anytime during the fiscal year in which it was provided. Flexible Leave sell-back is independent of and not subject to the limitations described on Vacation sell-back in Section 11.6. Should an employee not utilize Flexible Leave as time off during a fiscal year, or should an employee not sell-back his/her Flexible Leave during the fiscal year, the City shall cash-out each employee's Flexible Leave balance at the end of each fiscal year. There shall be no carry-over of Flexible Leave hours from one fiscal year to the next, and no Flexible Leave balance shall be allowed to remain after the expiration of this Agreement: June 30, 2015.

28.2 PERS Formula

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Miscellaneous employees hired on or after December 17, 2010 shall receive average of three (3) consecutive highest years and 2% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Section 29. Total Agreement

This MOU constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this MOU has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 30. Separability of Provisions

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 31. Past Practices and Existing MOU

This MOU shall supersede any prior MOU rules or regulations or past practices in direct conflict with the provisions hereof.

Made and entered into this 17th day of July, 2012.

**GENERAL TEAMSTERS LOCAL
NO. 439, IBT**

CITY OF TRACY

By: _____
Edward Speckman, Business Rep.

By: _____
R. Leon Churchill, City Manager

By _____
Sam Rosas, Secretary/Treasurer

Attachments:

Letters of Understanding:

- Utility Operator Classification and Compensation Review
- Shift Bidding Water and Waste Water Plants
- Retiree Health
- Communications Officers POST Certification
- Sick Leave Accrual

Union Management Meetings
Flexible Staffing for Wastewater and Water Treatment Plant Facilities (2003)
Pest Control Advisors (2003)
Certification Expense Reimbursement Procedure (2003)
Inspector Certification Pay & Operator in Training Salary Survey

Exhibit A – Benchmarks
Exhibit B – Teamsters Salary Schedules

LETTER OF UNDERSTANDING

REGARDING THE EXPANSION OF THE UTILITY OPERATOR SERIES

BETWEEN CITY OF TRACY &
GENERAL TEAMSTERS LOCAL NO. 439, IBT

JUNE 19, 2012

CLASSIFICATION AND COMPENSATION REVIEW

As a result of recent negotiations between the City of Tracy and the General Teamsters Local No. 439, IBT, the City agrees to the following within the next six (6) months of signing this Letter of Understanding:

1. Propose, develop and implement a Utility Operator classification series at the Water and Wastewater Treatment Plants that addresses the following:
 - staffing requirements related to regulatory permits;
 - flexible staffing and staffing needs;
 - job skill diversity;
 - pathway(s) to promotional opportunities; and,
 - training provisions for employees in the proposed classification series
2. Conduct a salary survey and compensation analysis of the proposed classifications.
3. Identify process for current Water and Wastewater Treatment employees who elect to remain in their current classification; i.e.: Grandfather Clause.

The City reserves the right to determine appropriate levels of flexible staffing at the Water and Wastewater Treatment Plants, based on operational needs and fiscal considerations.

APPROVED AND ACCEPTED:

**GENERAL TEAMSTERS LOCAL
No. 439, IBT**

CITY OF TRACY

By: _____

Ed Speckman, Business Representative
General Teamsters Local No. 439, IBT

By: _____

R. Leon Churchill, Jr., City Manager

Dated: _____

Dated: _____

**LETTER OF UNDERSTANDING
REGARDING OPTIMAL/FLEXIBLE STAFFING AT THE WASTEWATER TREATMENT PLANT AND
WATER TREATMENT PLANT**

**BETWEEN THE CITY OF TRACY &
GENERAL TEAMSTERS LOCAL NO. 439, IBT**

This agreement entered into this 26th day of **November, 2012**, constitutes a Letter of Understanding (“LOU”) between the City of Tracy (the CITY) and the General Teamsters Local No. 439, IBT (the TEAMSTERS), regarding the modification of the June 19, 2012 LOU concerning “Classification and Compensation Review.”

Subsequent to recent negotiations, the CITY and the TEAMSTERS concur that action is necessary to address the unique staffing needs at the Wastewater Treatment Plant and the Water Treatment Plant using existing classifications, including Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator. Additionally, the Parties agree that a purposeful retention strategy must be considered to allow optimal/flexible staffing at both plants.

I. Long-Term Strategy

The CITY and the TEAMSTERS agree to employ concerted efforts toward facilitating pathways to success for Wastewater Treatment Plant and Water Treatment Plant personnel.

1. The Parties agree to propose and develop an employee retention strategy for the Operator-in-Training, Utility Operator and Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions at the Wastewater Treatment Plant and the Water Treatment Plant that addresses:
 - Flexible staffing and staffing needs
 - Job skill diversity
 - Meeting certification requirements that encourage career progression and advancement among the Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions
2. Identify a mechanism to allow current Senior Wastewater Treatment Plant and Senior Water Treatment Plant personnel who elect to remain in their existing classifications, to do so (e.g. Grandfather Clause).

II. Interim Strategy

It is hereby understood that at the time of this LOU and concurrent to the development of a retention strategy, the Parties agree to:

1. Implement recruitment opportunities for positions at the Operator-in-Training level (*and others*) to address immediate staffing needs;
2. Rescind the clause in the LOU dated June 19, 2012 which directs the development and implementation of a separate and distinct Utility Operator classification series at the Wastewater Treatment Plant and Water Treatment Plant; and,
3. Meet periodically over the next six (6) months to collectively explore mutually agreed upon staff retention strategies.

It is understood that the CITY reserves the right to determine appropriate levels of staffing at the Wastewater Treatment Plant and Water Treatment Plant based on operational needs and fiscal considerations.

This LOU constitutes the entire understanding between the Parties with regard to its contents. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in this LOU.

APPROVED AND ACCEPTED:

FOR THE CITY OF TRACY

**FOR THE GENERAL TEAMSTERS LOCAL
No. 439, IBT**

By: /s/ R. Leon Churchill, Jr.
R. Leon Churchill, Jr., City Manager

By: /s/ Edward P. Speckman
Ed Speckman, Business Representative

Dated: 11/28/12

Dated: 11/26/12

**BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL NO. 439**

**Shift and Leave Selection Rules
Water and Wastewater Treatment Plants**

The Utilities Division shall establish one seniority list inclusive of both the John Jones Water Treatment Plant and Wastewater Treatment Plant operators. All operators shall be placed on this seniority list in order of their hire date in full-time, continuous City employment. Recognition of seniority shall govern and serve as a basis for determining leave selection, and other issues pertaining to seniority within the water plant and wastewater plant operator job class series. For annual plant shift assignments and cross-training assignments seniority shall be based on hire date in a classification assigned to the Water or Waste-Water Treatment Plants.

It is the intent of the Utilities Division to ultimately staff both the water and wastewater treatment plants with certified operators at the senior level who will perform the job duties as required by the City, under law by the State of California and other applicable governing agencies. It is the intent of the Utilities Division that employees hired at less than the senior level will be provided opportunities for career advancement in the operator job class series.

The Utilities Division and Union agree that each January all operators shall be allowed to select, by seniority as specified above, a shift assignment at the water plant or the wastewater plant for the that subject year. Those operators who are not cross-trained shall remain employed at the plant for which they were originally hired. An equal number of shifts will be reserved at each plant for those operators who possess certification to operate only one plant. The shift assignment shall commence approximately February 1st. The cross-trained operator shall remain stationed at the selected plant unless further cross-training is required in accordance with established practices and/or requirements to retain their certification. It is not the intent of this agreement to require cross-trained operators to work at a facility which they have not selected for extended periods, except in the event of unforeseen emergencies.

After the yearly plant selection, the Utilities Division will meet and confer with the Union and Flex-Staff Committee to determine cross-training selection for the subject year. The Utilities Division will prepare annual schedules for each plant and all cross-trained operators will be allowed to select, by seniority, the time period required of them to maintain their certification and skill level. The Utilities Division reserves the right to review and approve selections, and make changes if necessary.

After shift selection and cross-training selection, operators shall select, by seniority, their leave requests for the subject year.

The Utilities Division reserves the right to propose changes due to operational needs but the City and Union will continue to meet and confer in the event of future changes and develop additional options on an as needed basis.

APPROVED AND ACCEPTED

Dated: ___9/6/07_____

**TEAMSTERS LOCAL 439
ASSOCIATION**

By ___/s/ Phil Rushing_____

Phil Rushing, Business Representative

CITY OF TRACY

By ___/s/ Maria Olvera_____

Maria Olvera, Human Resource Director

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL NO. 439**

Retiree Health

June 27, 2006

The City and the Union agree to meet within six months following adoption of this Agreement to consider establishing a tax deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves.

Both a RHSA account (as established through ICMA) and a 414 Trust shall be explored and discussed.

It is understood that the provisions of such a plan shall comply with applicable IRS provisions and may include:

- Employees may donate vacation (pursuant to the MOU provision) or accrued compensatory time annually;
- Employees may not contribute sick leave; and
- Employees may contribute through payroll deduction.

No plan shall be adopted without approval of both the City and the Union.

Additionally, the Union may elect to assign a portion of a future pay increase to the Retiree Health Savings Account selected by the parties. In such case, Local 439 shall notify the City in writing, sixty (60) days prior to July 1st of any successive year of this Agreement.

APPROVED AND ACCEPTED

Dated: ___9/6/07_____

**TEAMSTERS LOCAL 439
ASSOCIATION**

By ___/s/ Phil Rushing_____

Phil Rushing, Business Representative

CITY OF TRACY

By ___/s/ Maria Olvera_____

Maria Olvera, Human Resource Director

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL NO. 439**

Communications Officer POST Certificate

In the event that POST develops a POST certificate program for Communications Officer, the City and Union will meet to discuss participation of City employees, operational value to the Department and pay.

APPROVED AND ACCEPTED

Dated: 9/6/07 _____

**TEAMSTERS LOCAL 439
ASSOCIATION**

By /s/ Phil Rushing _____

Phil Rushing, Business Representative

CITY OF TRACY

By /s/ Maria Olvera _____

Maria Olvera, Human Resource Director

**SIDE LETTER
BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL NO. 439**

**Side Letter of Agreement
Sick Leave Accrual**

Employees hired on or before January 1, 1983 shall receive sixteen (16) hours of sick leave with full pay for each month of service during the twenty-first (21st) year of employment and thereafter.

For purposes of this Section, month of service shall mean thirty (30) consecutive days.

Date 8/31/07_____

/s/ Phil Rushing_____
for the Union

/s/ Maria Olvera_____
for the City

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL NO. 439**

**Side Letter of Agreement
Quarterly Union Management Meeting**

The City proposes to meet at regular intervals at least quarterly with representatives of the Union to improve communications, review and discuss City initiatives such as new management hires, location changes, upcoming training opportunities, department reorganizations and to hear budget overviews as may be appropriate.

At such meetings, the City agrees to provide information and to review the usage of any temporary or contract agency employees who may be performing bargaining unit work.

Union representatives shall be released from regularly scheduled work shift that may fall during the Union Management meeting times. The parties shall meet within ninety days of the adoption of this Memorandum of Understanding to discuss the specifics of such meetings, to develop operating rules and procedures and to set a calendar of meeting dates.

Date 8/31/07 _____

/s/ Phil Rushing _____
for the Union

/s/ Maria Olvera _____
for the City

January 22, 2003

Mr. Phil Rushing
Business Representative
General Teamsters Local No. 439
PO Box 1611
Stockton, CA 95201

Re: Flexible Staffing for Wastewater and Water Treatment Plant Facilities

Dear Phil:

This side letter will confirm the continuation of the understanding reached between the City of Tracy and the General Teamsters regarding flexible staffing for the Wastewater and Water Treatment Plant facilities in accordance with the cross-training program. The original side letter was dated January 1, 2000.

1) **OBJECTIVE:** The city has established a flexible staffing program between the Water Treatment Plant and the Wastewater Treatment Plant. The benefit of the program has been to provide job skill diversity to the employees and a monetary incentive. The benefit to the City has been the ability to better meet the staffing needs of both plants.

2) **CRITERIA FOR ELIGIBILITY TO RECEIVE IN-PLANT TRAINING:** Preference will be given to Senior Water Treatment Operators or Senior Wastewater Treatment Operators. The employee must not be in any type of probationary status, and must not be undergoing any sort of disciplinary action.

Senior Water Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and passed the State Water Resources Control Board (SWRCB) Grade 2 or Grade 3 Wastewater Operator certification exam. The Operator must be in possession of a valid certificate or a valid Operator-In-Training (OIT) certificate issued in either grade.

Senior Wastewater Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and obtained a State of California, Department of Health Services (DOHS) Grade 2 Water Treatment Operator certificate.

3) **CRITERIA FOR RECEIVING INCENTIVE PAY:** The employee must have completed the appropriate in-plant training and be willing and able to competently work and operate either plant as scheduled.

The Senior Water Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the SWRCB Grade 3 OIT certification, successfully completed six (6) months of in-plant training enabling them to competently operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

An additional five percent (5%) incentive pay will be received when operators have obtained the SWRCB Grade 3 certification, successfully completed in-plant training enabling them to operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

Senior Wastewater Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the DOHS Grade 2 Water Treatment Plant Operator certificate, and successfully completed six (6) months of in-plant training and agree to operate the water plant as regulations permit.

An additional five percent (5%) incentive pay will be received when an Operator has obtained the DOHS Grade 3 Water Treatment Plant Operator certificate, successfully completed in-plant training enabling them to operate the water treatment plant on an assigned shift and agree to be flexibly staffed. The Grade 3 certification is required in order to perform the full duties of the position at any time of the year.

Each operator receiving in-plant training shall be evaluated at three (3) months and at six (6) months. A satisfactory six (6) month evaluation will make the operator eligible for five percent (5%) incentive pay.

FOR THE CITY

FOR GENERAL TEAMSTERS

/s/ Julie Yuan-Miu

/s/ Phil Rushing

Date: 3/11/03

Date: 3/5/03

SIDE LETTER

**BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL No. 439**

January 01, 2003

Mr. Phil Rushing
Business Representative
General Teamsters Local No. 439
PO Box 1611
Stockton, CA 95201

Re: Pest Control Advisors

Dear Phil:

Pest control advisors shall receive an additional 2.5% differential in addition to the base salary for performing the certified pesticide operations.

The position of pest control advisor is part of the bargaining unit. The City recognizes the fact that if the position is vacated and the bargaining unit has a qualified person(s) who has met guidelines for pest control advisor, they will continue to have the work performed by the bargaining unit and the employee will receive an additional 2/5% differential.

Any employee receiving compensation for holding Pest Control Advisor Certificate (PCA) shall not receive additional compensation for holding a Qualified Applicator's Certificate.

FOR THE CITY

FOR GENERAL TEAMSTERS

/s/ Julie Yuan-Miu

/s/ Phil Rushing

Date: 3/11/03

Date: 3/5/03

**SIDE LETTER
BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL No. 439**

January 01, 2003

Mr. Phil Rushing
Business Representative
General Teamsters Local No. 439
PO Box 1611
Stockton, CA 95201

Re: Certification Expense Reimbursement Procedure

Dear Phil:

This agreement covers employees who are required by State Law or City of Tracy to become or remain certified by an approved board or agency as a condition of employment.

The City of Tracy agrees to assist said employees in the following manner:

- 1) Tracking certification requirements and completion dates for each employee;
- 2) Reimbursing the employee for the cost of the certificate application;
- 3) Reimbursing the employee for the cost of tuition, approved books and materials and mileage to attend required classes or seminars;
- 4) Providing an appropriate number of paid leave hours to obtain or maintain such required certificates; and
- 5) Upon successful completion of the test, the cost of the test.

The responsibilities of the employee include:

- 1) Obtaining prior approval for each specific course or seminar, time, location and cost;
- 2) Providing receipts for expense reimbursement, and
- 3) Returning books to city for other employee usage.

FOR THE CITY

FOR GENERAL TEAMSTERS

/s/ Julie Yuan-Miu

/s/ Phil Rushing

Date: 3/11/03

Date: 3/5/03

**SIDE LETTER
BETWEEN THE CITY OF TRACY
AND TEAMSTERS LOCAL NO. 439**

The City of Tracy and Teamsters Local No. 439 agree to the following effective July 1, 2010 through June 30, 2011:

1. Work Schedule for Operators in Training (OITs):
 - OITs will be permitted to work a 9/80 work schedule with specific work days/hours to be determined by management based on business necessity.

2. Salary Survey:
 - The City agrees to conduct a salary survey and compensation analysis of classification in the Wastewater and Water Plant Operator series.

3. Inspector Certification Pay:
 - The City agrees to continue to meet and Confer with Union regarding additional certifications the City may require of building inspection, fire inspection, or other inspection personnel assigned to perform inspections beyond the scope of duties designated by their classification. City agrees that receipt of specified certifications shall entitle employee to receive additional pay above base pay as determined and agreed to by both the City and Union.

APPROVED AND ACCEPTED

Dated: 09/08/10

CITY OF TRACY

By: /s/ Maria Olvera
Maria Olvera
Human Resources Director

TEAMSTERS LOCAL NO. 439, I.B.T.

By: /s/ Ed Speckman
Ed Speckman
Business Agent



GENERAL TEAMSTERS LOCAL No. 439

Affiliated With The International Brotherhood of Teamsters

Sam J. Rosas
Principal Officer

Armando M. Alonzo
President

Officers

Daniel Lee
Vice-President

Bryon Beffa
Recording Secretary

Chuck Tryon
Trustee

Ricardo Buzo
Trustee

Antonio Camacho
Trustee

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Tracy

And

GENERAL TEAMSTERS LOCAL NO. 439, IBT

The City of Tracy and International Teamsters Local 439 are signatories to a Memorandum of Understanding for City Personnel covered by this (MOU). The parties agree to the following understanding regarding the Seniority between Building Inspectors and Building and Fire Inspectors Classifications.

The Union and City of Tracy agree to the following: for the purpose of layoff and or reduction of personnel in the Classifications of Building Inspectors / Building and Fire Inspectors these separate classifications will be considered one classification.

FOR THE CITY OF TRACY

Print: Jenny Haruyama

Sign: [Signature]

Title: Adm. Services Director

Date: 10/23/13

FOR THE UNION

Print: Reuben Moreno

Sign: [Signature]

Title: Business Agent

Date: 10-23-2013



EXHIBIT A: BENCHMARKS

Animal Control Officer

Animal Control Assistant
Animal Shelter Aide
Community Services Officer

Building Inspector II

Building Inspector I
Housing Program Inspector I & II
Assistant Planner
Code Enforcement Officer
Fire Inspector
Plan Check Examiner
Senior Code Enforcement Officer

Public Safety Dispatcher II

Public Safety Dispatcher I
Public Safety Dispatcher Trainee
Lead Public Safety Dispatcher

Crime Scene Technician

Construction Inspector I

Construction Inspector II

Custodian

Senior Custodian

Electrician

Plant Mechanic I & II
Senior Electrician
Instrument Technician

Engineering Technician II

Engineering Technician I
Junior Civil Engineer

Equipment Mechanic II

Equipment Mechanic I
Senior Equipment Mechanic

Laboratory Technician II

Environmental Control Inspector

Laboratory Technician I

Maintenance Worker II

Maintenance Worker I

Building Maintenance Worker

Building Maintenance Assistant

Senior Maintenance Worker

District Grounds Technician

Senior Wastewater Treatment Plant Operator

Principal Wastewater Treatment Plant Operator

Water Treatment Plant Operator

Senior Water Treatment Plant Operator

Wastewater Treatment Plant Operator

Utility Operator

EXHIBIT B – TEAMSTERS SALARY SCHEDULE

Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50201	Building/Plans Technician					
			NOT ACTIVE			
50202	Code Enforcement Officer	A	2,241.57	4,483.14	53,797.68	25.8643
		B	2,353.65	4,707.30	56,487.60	27.1575
		C	2,471.33	4,942.66	59,311.92	28.5153
		D	2,594.90	5,189.80	62,277.60	29.9412
		E	2,724.65	5,449.30	65,391.60	31.4383
50211	Building Inspector I	A	2,362.54	4,725.08	56,700.96	27.2601
		B	2,480.67	4,961.34	59,536.08	28.6231
		C	2,604.70	5,209.40	62,512.80	30.0542
		D	2,734.94	5,469.88	65,638.56	31.5570
		E	2,871.69	5,743.38	68,920.56	33.1349
50212	Building Inspector II	A	2,639.48	5,278.96	63,347.52	30.4555
		B	2,771.45	5,542.90	66,514.80	31.9783
		C	2,910.02	5,820.04	69,840.48	33.5772
		D	3,055.52	6,111.04	73,332.48	35.2560
		E	3,208.30	6,416.60	76,999.20	37.0188
50213	Fire Inspector	A	2,639.48	5,278.96	63,347.52	30.4555
		B	2,771.45	5,542.90	66,514.80	31.9783
		C	2,910.02	5,820.04	69,840.48	33.5772
		D	3,055.52	6,111.04	73,332.48	35.2560
		E	3,208.30	6,416.60	76,999.20	37.0188
50215	Plans Check Examiner	A	2,847.32	5,694.64	68,335.68	32.8537

		B	2,989.69	5,979.38	71,752.56	34.4964
		C	3,139.17	6,278.34	75,340.08	36.2212
		D	3,296.13	6,592.26	79,107.12	38.0323
		E	3,460.94	6,921.88	83,062.56	39.9339
50216	Housing Program Inspector I	A	2,362.54	4,725.08	56,700.96	27.2601
	VACANT	B	2,480.67	4,961.34	59,536.08	28.6231
		C	2,604.70	5,209.40	62,512.80	30.0542
		D	2,734.94	5,469.88	65,638.56	31.5570
		E	2,871.69	5,743.38	68,920.56	33.1349
50217	Housing Program Inspector II	A	2,639.48	5,278.96	63,347.52	30.4555
		B	2,771.45	5,542.90	66,514.80	31.9783
		C	2,910.02	5,820.04	69,840.48	33.5772
		D	3,055.52	6,111.04	73,332.48	35.2560
		E	3,208.30	6,416.60	76,999.20	37.0188
50221	Engineering Technician I	A	2,214.33	4,428.66	53,143.92	25.5500
		B	2,325.05	4,650.10	55,801.20	26.8275
		C	2,441.30	4,882.60	58,591.20	28.1688
		D	2,563.36	5,126.72	61,520.64	29.5772
		E	2,691.53	5,383.06	64,596.72	31.0561
50225	Engineering Technician II	A	2,325.06	4,650.12	55,801.44	26.8276
		B	2,441.31	4,882.62	58,591.44	28.1690
		C	2,563.38	5,126.76	61,521.12	29.5775
		D	2,691.55	5,383.10	64,597.20	31.0563
		E	2,826.13	5,652.26	67,827.12	32.6092
50222	Construction Inspector I	A	2,515.45	5,030.90	60,370.80	29.0244

		B	2,641.22	5,282.44	63,389.28	30.4756
		C	2,773.28	5,546.56	66,558.72	31.9994
		D	2,911.94	5,823.88	69,886.56	33.5993
		E	3,057.54	6,115.08	73,380.96	35.2793
50223	Construction Inspector II	A	2,641.08	5,282.16	63,385.92	30.4740
		B	2,773.13	5,546.26	66,555.12	31.9977
		C	2,911.79	5,823.58	69,882.96	33.5976
		D	3,057.38	6,114.76	73,377.12	35.2775
		E	3,210.25	6,420.50	77,046.00	37.0413
50224	Junior Engineer					NOT ACTIVE
50231	Junior Planner					NOT ACTIVE
50232	Assistant Planner	A	2,418.10	4,836.20	58,034.40	27.9012
		B	2,539.01	5,078.02	60,936.24	29.2963
		C	2,665.96	5,331.92	63,983.04	30.7611
		D	2,799.26	5,598.52	67,182.24	32.2992
		E	2,939.22	5,878.44	70,541.28	33.9141
50301	Maintenance Worker I	A	1,497.85	2,995.70	35,948.40	17.2829
		B	1,572.74	3,145.48	37,745.76	18.1470
		C	1,651.38	3,302.76	39,633.12	19.0544
		D	1,733.95	3,467.90	41,614.80	20.0071
		E	1,820.65	3,641.30	43,695.60	21.0075
50303	Maintenance Worker II	A	1,902.55	3,805.10	45,661.20	21.9525
		B	1,997.68	3,995.36	47,944.32	23.0502
		C	2,097.56	4,195.12	50,341.44	24.2026
		D				

			2,202.44	4,404.88	52,858.56	25.4128
		E	2,312.56	4,625.12	55,501.44	26.6834
	<i>7/16/09 - DeRoche Y Rated</i>	F	2,545.87	5,091.74	61,100.88	29.3754
50305	Sr Maintenance Worker	A	2,094.50	4,189.00	50,268.00	24.1673
		B	2,199.22	4,398.44	52,781.28	25.3756
		C	2,309.18	4,618.36	55,420.32	26.6444
		D	2,424.64	4,849.28	58,191.36	27.9766
		E	2,545.87	5,091.74	61,100.88	29.3754
50307	Dist Grounds Technician		NOT ACTIVE			
50313	Equipment Mechanic I	A	2,035.02	4,070.04	48,840.48	23.4810
		B	2,136.77	4,273.54	51,282.48	24.6550
		C	2,243.61	4,487.22	53,846.64	25.8878
		D	2,355.79	4,711.58	56,538.96	27.1822
		E	2,473.58	4,947.16	59,365.92	28.5413
50314	Equipment Mechanic II	A	2,136.77	4,273.54	51,282.48	24.6550
		B	2,243.61	4,487.22	53,846.64	25.8878
		C	2,355.79	4,711.58	56,538.96	27.1822
		D	2,473.58	4,947.16	59,365.92	28.5413
		E	2,597.26	5,194.52	62,334.24	29.9684
50315	Sr Equipment Mechanic	A	2,243.62	4,487.24	53,846.88	25.8879
		B	2,355.80	4,711.60	56,539.20	27.1823
		C	2,473.59	4,947.18	59,366.16	28.5414
		D	2,597.27	5,194.54	62,334.48	29.9685
		E	2,727.13	5,454.26	65,451.12	31.4669
50321	Building Maintenance Worker	A	1,938.72	3,877.44	46,529.28	22.3698

		B	2,035.66	4,071.32	48,855.84	23.4884
		C	2,137.44	4,274.88	51,298.56	24.6628
		D	2,244.31	4,488.62	53,863.44	25.8959
		E	2,356.53	4,713.06	56,556.72	27.1907
50322	Building Maintenance Worker	A	1,902.55	3,805.10	45,661.20	21.9525
	Assistant	B	1,997.68	3,995.36	47,944.32	23.0502
		C	2,097.56	4,195.12	50,341.44	24.2026
		D	2,202.44	4,404.88	52,858.56	25.4128
		E	2,312.56	4,625.12	55,501.44	26.6834
50323	Sr Building Maintenance Worker	A	2,132.60	4,265.20	51,182.40	24.6069
		B	2,239.23	4,478.46	53,741.52	25.8373
		C	2,351.19	4,702.38	56,428.56	27.1291
		D	2,468.75	4,937.50	59,250.00	28.4856
		E	2,592.19	5,184.38	62,212.56	29.9099
50324	Electrician	A	2,181.90	4,363.80	52,365.60	25.1758
		B	2,290.99	4,581.98	54,983.76	26.4345
		C	2,405.54	4,811.08	57,732.96	27.7562
		D	2,525.82	5,051.64	60,619.68	29.1441
		E	2,652.11	5,304.22	63,650.64	30.6013
50325	Sr Electrician	A	2,400.10	4,800.20	57,602.40	27.6935
		B	2,520.10	5,040.20	60,482.40	29.0781
		C	2,646.10	5,292.20	63,506.40	30.5319
		D	2,778.40	5,556.80	66,681.60	32.0585
		E	2,917.32	5,834.64	70,015.68	33.6614
50331	Custodian	A	1,022.59	2,045.18	24,542.16	11.7991

	Add'l \$164.98 per pay period	B	1,073.72	2,147.44	25,769.28	12.3891
		C	1,127.41	2,254.82	27,057.84	13.0086
		D	1,183.78	2,367.56	28,410.72	13.6590
		E	1,242.97	2,485.94	29,831.28	14.3420
		F	1,305.12	2,610.24	31,322.88	15.0591
		G	1,370.38	2,740.76	32,889.12	15.8121
		H	1,438.90	2,877.80	34,533.60	16.6027
		I	1,510.84	3,021.68	36,260.16	17.4328
		J	1,586.38	3,172.76	38,073.12	18.3044
50333	Sr Custodian	A	1,436.29	2,872.58	34,470.96	16.5726
	Add'l \$181.56 per pay period	B	1,508.10	3,016.20	36,194.40	17.4012
	VACANT	C	1,583.50	3,167.00	38,004.00	18.2712
		D	1,662.68	3,325.36	39,904.32	19.1848
		E	1,745.81	3,491.62	41,899.44	20.1440
50401	Water Plant Operator	A	2,401.10	4,802.20	57,626.40	27.7050
		B	2,521.16	5,042.32	60,507.84	29.0903
		C	2,647.22	5,294.44	63,533.28	30.5448
		D	2,779.58	5,559.16	66,709.92	32.0721
		E	2,918.56	5,837.12	70,045.44	33.6757
50402	Sr Water Plant Operator	A	2,632.50	5,265.00	63,180.00	30.3750
		B	2,764.13	5,528.26	66,339.12	31.8938
		C	2,902.34	5,804.68	69,656.16	33.4885
		D	3,047.46	6,094.92	73,139.04	35.1630
		E	3,199.83	6,399.66	76,795.92	36.9211
50403	Water Plant Operator-In- Training	A	1,992.92	3,985.84	47,830.08	22.9952
		B				

			2,092.57	4,185.14	50,221.68	24.1450
		C	2,197.20	4,394.40	52,732.80	25.3523
		D	2,307.06	4,614.12	55,369.44	26.6199
		E	2,422.41	4,844.82	58,137.84	27.9509
50404	Utility Operator	A	2,819.69	5,639.38	67,672.56	32.5349
		B	2,960.67	5,921.34	71,056.08	34.1616
		C	3,108.70	6,217.40	74,608.80	35.8696
		D	3,264.13	6,528.26	78,339.12	37.6630
		E	3,427.34	6,854.68	82,256.16	39.5462
50405	WW Plant Operator-In-Training	A	1,870.56	3,741.12	44,893.44	21.5834
		B	1,964.09	3,928.18	47,138.16	22.6626
		C	2,062.29	4,124.58	49,494.96	23.7957
		D	2,165.40	4,330.80	51,969.60	24.9854
		E	2,273.67	4,547.34	54,568.08	26.2347
50406	WW Plant Operator	A	2,253.68	4,507.36	54,088.32	26.0040
		B	2,366.36	4,732.72	56,792.64	27.3042
		C	2,484.68	4,969.36	59,632.32	28.6694
		D	2,608.91	5,217.82	62,613.84	30.1028
		E	2,739.36	5,478.72	65,744.64	31.6080
50407	Sr WW Plant Operator	A	2,470.85	4,941.70	59,300.40	28.5098
		B	2,594.39	5,188.78	62,265.36	29.9353
		C	2,724.11	5,448.22	65,378.64	31.4320
		D	2,860.32	5,720.64	68,647.68	33.0037
		E	3,003.34	6,006.68	72,080.16	34.6539
50408	Principal WWTP Operator	A	3,023.30	6,046.60	72,559.20	34.8842
		B				

			3,174.47	6,348.94	76,187.28	36.6285
		C	3,333.19	6,666.38	79,996.56	38.4599
		D	3,499.85	6,999.70	83,996.40	40.3829
		E	3,674.84	7,349.68	88,196.16	42.4020
50411	Plant Mechanic I	A	2,186.18	4,372.36	52,468.32	25.2252
		B	2,295.49	4,590.98	55,091.76	26.4864
		C	2,410.26	4,820.52	57,846.24	27.8107
		D	2,530.77	5,061.54	60,738.48	29.2012
		E	2,657.31	5,314.62	63,775.44	30.6613
50412	Plant Mechanic II	A	2,240.83	4,481.66	53,779.92	25.8557
		B	2,352.87	4,705.74	56,468.88	27.1485
		C	2,470.51	4,941.02	59,292.24	28.5059
		D	2,594.04	5,188.08	62,256.96	29.9312
		E	2,723.74	5,447.48	65,369.76	31.4278
50413	Instrumentation Technician	A	2,400.10	4,800.20	57,602.40	27.6935
		B	2,520.10	5,040.20	60,482.40	29.0781
		C	2,646.10	5,292.20	63,506.40	30.5319
		D	2,778.40	5,556.80	66,681.60	32.0585
		E	2,917.32	5,834.64	70,015.68	33.6614
50421	Laboratory Technician I	A	2,009.42	4,018.84	48,226.08	23.1856
		B	2,109.89	4,219.78	50,637.36	24.3449
		C	2,215.38	4,430.76	53,169.12	25.5621
		D	2,326.15	4,652.30	55,827.60	26.8402
		E	2,442.46	4,884.92	58,619.04	28.1822
50422	Laboratory Technician II	A	2,100.05	4,200.10	50,401.20	24.2313
		B	2,205.05	4,410.10	52,921.20	25.4429

		C	2,315.30	4,630.60	55,567.20	26.7150
		D	2,431.06	4,862.12	58,345.44	28.0507
		E	2,552.61	5,105.22	61,262.64	29.4532
50425	Environmental Compliance Officer	A	2,260.10	4,520.20	54,242.40	26.0781
	<i>Reso 2011-169</i>	B	2,373.10	4,746.20	56,954.40	27.3819
	<i>Eff: 9/6/11</i>	C	2,491.75	4,983.50	59,802.00	28.7510
	<i>Revised, Re-Titled</i>	D	2,616.34	5,232.68	62,792.16	30.1885
		E	2,747.16	5,494.32	65,931.84	31.6980
50501	Communications Operator Trainee		NOT ACTIVE			
50502	Communications Operator I Public Safety Dispatcher I	A	2,133.31	4,266.62	51,199.44	24.6151
		B	2,239.98	4,479.96	53,759.52	25.8459
	Re-titled per Reso 2012-080	C	2,351.98	4,703.96	56,447.52	27.1382
		D	2,469.58	4,939.16	59,269.92	28.4952
		E	2,593.06	5,186.12	62,233.44	29.9199
50503	Communications Operator II Public Safety Dispatcher II	A	2,340.43	4,680.86	56,170.32	27.0050
		B	2,457.45	4,914.90	58,978.80	28.3552
	Re-titled per Reso 2012-080	C	2,580.32	5,160.64	61,927.68	29.7729
		D	2,709.34	5,418.68	65,024.16	31.2616
		E	2,844.81	5,689.62	68,275.44	32.8247
50504	Lead Communications Operator		NOT ACTIVE			
50513	Communications Services Officer	A	1,843.17	3,686.34	44,236.08	21.2673
		B	1,935.33	3,870.66	46,447.92	22.3307
		C	2,032.10	4,064.20	48,770.40	23.4473
		D	2,133.71	4,267.42	51,209.04	24.6197
		E				

			2,240.40	4,480.80	53,769.60	25.8508
50514	Crime Prevention Specialist	A	2,027.50	4,055.00	48,660.00	23.3942
		B	2,128.88	4,257.76	51,093.12	24.5640
		C	2,235.32	4,470.64	53,647.68	25.7922
		D	2,347.09	4,694.18	56,330.16	27.0818
		E	2,464.44	4,928.88	59,146.56	28.4358
50517	Crime Scene Technician	A	2,083.60	4,167.20	50,006.40	24.0415
		B	2,187.78	4,375.56	52,506.72	25.2436
		C	2,297.17	4,594.34	55,132.08	26.5058
		D	2,412.03	4,824.06	57,888.72	27.8311
		E	2,532.63	5,065.26	60,783.12	29.2227
50521	Animal Services Officer I	Trn	1,530.25	3,060.50	36,726.00	17.6567
50521	Animal Services Officer I	A	1,683.27	3,366.54	40,398.48	19.4223
		B	1,767.43	3,534.86	42,418.32	20.3934
		C	1,855.80	3,711.60	44,539.20	21.4131
		D	1,948.59	3,897.18	46,766.16	22.4837
		E	2,046.02	4,092.04	49,104.48	23.6079
50522	Animal Services Aide	A	1,209.43	2,418.86	29,026.32	13.9550
		B	1,269.90	2,539.80	30,477.60	14.6527
		C	1,333.40	2,666.80	32,001.60	15.3854
		D	1,400.07	2,800.14	33,601.68	16.1547
		E	1,470.07	2,940.14	35,281.68	16.9623
50523	Animal Services Officer II	A	1,848.10	3,696.20	44,354.40	21.3242
		B	1,940.51	3,881.02	46,572.24	22.3905
		C	2,037.54	4,075.08	48,900.96	23.5101

50531 Meter Reader

D	2,139.42	4,278.84	51,346.08	24.6856
E	2,246.39	4,492.78	53,913.36	25.9199
A	1,297.86	2,595.72	31,148.64	14.9753
B	1,362.75	2,725.50	32,706.00	15.7240
C	1,430.89	2,861.78	34,341.36	16.5103
D	1,502.43	3,004.86	36,058.32	17.3357
E	1,577.55	3,155.10	37,861.20	18.2025